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Attorneys for Plaintiff
DYNETIX DESIGN SOLUTIONS, INC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

DYNETIX DESIGN SOLUTIONS, INC.,

Plaintiff,

v.

AXIOM DESIGN AUTOMATION, INC.,

Defendant.

Case No. C-06-02787-CRB

**JOINT STIPULATION AND ~~PROPOSED~~
ORDER DISMISSING COMPLAINT AND
COUNTERCLAIMS WITH PREJUDICE**

[FED. R. CIV. P. 41(A)((1))]

Date of Filing: April 24, 2006

Trial Date: None set

Pursuant to the Parties' settlement agreement, AXIOM Design Automation, Inc. ("AXIOM") and Dynetix Design Solutions, Inc. ("Dynetix") hereby stipulate and agree pursuant to Fed. R. Civ. P. 41(a)(1), that all claims and counterclaims in the action are hereby dismissed with prejudice, with each party to bear its own costs and attorneys' fees. Notwithstanding said dismissal, the Parties specifically agree that AXIOM shall preserve all defenses to any claim for infringement, including without limitation the ability to assert a patent's invalidity or unenforceability, which can be asserted only in the event Dynetix breaches Section 3 (Covenant Not to Sue) of the Parties' settlement agreement.

Dated: January 22, 2007

By: /s/ Bryan A. Kohm
Fenwick & West LLP

Attorneys for AXIOM Design Automation,
Inc.

Dated: January 22, 2007

By: /s/ Michelle M. McCliman
Wang, Hartmann & Gibbs, P.C.

Attorneys for Dynetix Design Solutions, Inc.

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ORDER

The parties having so stipulated, IT IS ORDERED that all claims and counterclaims in the action are hereby dismissed with prejudice, with each party to bear its own costs and attorneys' fees. Notwithstanding said dismissal, this dismissal shall not preclude the assertion of and AXIOM shall preserve all defenses to any claim for infringement, including without limitation the ability to assert a patent's invalidity or unenforceability, which can be asserted only in the event Dynetix breaches Section 3 (Covenant Not to Sue) of the Parties' settlement agreement.

IT IS SO ORDERED.

Dated: January 24 2007

By: _____

Hon. Charles R. Breyer
United States District Judge

